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Home Equity Loan

Mortgage

a Security Instrument is given to The First National Bank of Chicago (it is a National Bank or organized and existing under the laws of the United States of America, ose address is One First National Flass, Chicago (illinois 9050-00-1) The debt is switched by Borrower's note dated the same date is the provise in the provise of or monthly payments, with the full obt. If not paid safety due not paid safety in the payment of safety payment of safety payment of the performance of Borrower's covenants and presents sucher this Security Instrument and the Note. For purpose, 3provey does hereby mortgage, grant and convey to Lender the following described properly add in COOK. County Illinois: S. AND NORTH 18 FEET Of LOT S. IN BROOKHAVEN, BEING S. B. GROSS DIVISION OF SUPPLESS SOCIETY, INTRUMENTAL RAILROND, IN COOK DIVISION OF SUPPLESS SOCIETY, INTRUMENTAL RAILROND, INSTRUMENT SUPPLESS SOCIETY, INTRUMENT SUPPLESS SOCIETY, INSTRUMENT Combiness and society of the state based of	र <mark>परिचार के के किस्ता है । इसे परिचार के क्षेत्र</mark> के के किस के	("Borrower").
chi si a "Mactional Bank" organized and existing under the laws of the United States of America, sea address is One Fires National Pilear, Chicago , Illinois (26572) (Lender)? Borrower owes der the principal sum of "Porty" Procession and No./1.20 are 10.5. \$\frac{1}{2}\$ and \$	Security Instrument is given to The First National Bank of Chicago	er tall of the action of the egyptime at the
lars U.S. \$	ich is a <u>National Bank</u> organized and existing under the laws of the Unit ose address is <u>One First National Plaza, Chicago</u> , Illinois <u>60670</u>	ed States of America
### 1 1 20-23-409-051 ### WITH All the Improviments in own or hereafter er or ed on the property, and all assements, rights, untersuces, rate, and an interest is properly the Potes, with interest, and all prometers, extensions and proceedings and proceeding to the Security Instrument and the Note. For purpose, 3price yet does hereby mortgage, grant and convey to Lender the following described property add in COOK. County, Illinois: \$1. AND Not in 18 year of Lot 52 IN BROOKHAVEN, BEING S. B., CROSS DIVISION OF SOUTH 23: SES ACRES OF THAT PART OF THE SOUTHERST ON TOWN WAST OF THE SOUTHERST OF LOT SOUTHERST TOWNSHIPS SOUTHERST SOUTHERST TOWNSHIPS SOUTHERST SOUTHERS SOUTHERST SOUTHERST SOUTHERST SOUTHERST SOUTHERST SOUTHERST SOU	illars (U.S. \$ 40.000.00). This debt is evidenced by Borrower's note	dated the same date as this
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For purposes Sciencer hereby mortgage, grant and convey to Lender the following described property and in County. Illinois: 61 AND NORTH 14 FEST OF LOT 62 IN BROOKHAVEN, BEING S. B. CROSS DIVISION OF SCUTH 23:559 AGRES OF THAT PART OF THE SOUTHBART OF SCIENCE STATES OF LOT 62 IN BROOKHAVEN, BEING S. B. CROSS DIVISION OF SCUTH 23:559 AGRES OF THAT PART OF THE SOUTHBART OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THE THIRD OF SCIENCE STATES OF THE THIRD OF THIRD OF THE	This Security Instrument secures to Lend of evidenced by the Note, with Interest, and all renewals, extensions and modific	er: (a) the repayment of the atlons; (b) the payment of all
61 AND MORE IT 14 FRET OF LOT 62 IN BROOKHAVEN, BEYING S. E. CROSS DIVISION OF SOUTH 23: 369 AGRES OF THAT PART OF THE SOUTHBAST OF SECTION 2; TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THERD OF SECTION 2; TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THERD NOIPEAL MERIDIA: YING WEST OF ILLINOIS GENTRAL RAILROAD, IN COOK NEY, ILLINOIS. DEPT-01: DEPT-01: THE NOI: 20-23-409-051, 15999Y. TRAN 7814 04/26/95 12:11 The has the address of 7006 8 WOODDAWN CIVIJGO IL 60837 42/384, SALT, SA	the performance of Borrower's covenants and agreements under this Security in a discovery does hereby mortgage, grant and convey to Lender the t	nstrument and the Note. For
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manent: Tax No.: 20-23-409-051, The stress didress of 10-20-8 WOODLAWN CIVITION IL 60837 \$2584, \$.A.H. #9.5 T. 27.2 The stress the address of 10-20-6 8 WOODLAWN CIVITION IL 60837 \$2584, \$.A.H. #9.5 T. 27.2 TOGETHER WITH all the improvements now or hereafter ended on the property, and all easements, rights, urtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures of hereafter a pair of the property. All replacements and additions hall also be covered by this Security unment. All of the foregoing is referred to in this Security Instrument as one Property. BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right inortgage, grant and convey the Property and that the Property is unencurred, except for encurribrances cord. Borrower warrants and will defend generally the title to the Property against all claims and demands, ect to any encurribrances of record. There is a prior mortgage from Borrower to se existing tiess of the cord. There is a prior mortgage from Borrower to se existing tiess of the one of the cord. There is a prior mortgage from Borrower to se existing tiess of the one of the property of the cord of t	NTY, ILLINOIS.	1 o. ka
manent Tax No.: 20-23-409-051, 1599Y TRAN 3814,04726/75 1211 or has the address of 7006 8 WOODLAWN CWC/GO- IL 60837 5284,5 Act 22 CORN CHIMTY RECORDER. TOGETHER WITH all the Improvaments now or hereafter eracled on the property, and all easements, rights, unterances, rents, royalties, mineral, all and gas rights and profits water rights and stock and all fixtures for hereafter a part of the property. All replacements and addith as hall also be covered by this Security rument. All of the foregoing is referred to in this Security Instrument as the "Property security conveyed and has the right cords, grant and convey the Property and that the Property is unencum- and scept for encumbrances cord. Borrower warrants and will defend generally the title to the Property age as all claims and demands, eact to any encumbrances of record. There is a prior mortgage from Borrower's as explains and demands, eact to any encumbrances of record. There is a prior mortgage from Borrower's as explains and demands, and recorded with the Colomy Recorder of dis on as document number. ("Prior Mortgage"): THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-prior covenants illimited variations by jurisdiction to constitute a security instrument covering real property. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due in the Note. 2. Application of Payments. Unless applicable is an provides otherwise, all payment received by Lender or paragraph 1 shall be applied; first, to accrued interest; second, to past due principal; thin, to current billed principal; skth, to charges; believe to a pay a payment received by Lender or payments. The payment is to exerce but unbilled insurance. Charges; Liens. Borrower shall pay them on linie directly to the person owed payment. Upon Lender; sequest		
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Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth

above with 10 days of the giving of notice.

4. Hazard insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceed; shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Forrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from dama to othe Property prior to the acquisition shall pass to Lender to the extent of

the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Borrower's Application; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. Borrower shall be in default if any forfeiture a tirn or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. "Enrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false of inaccurate, information or statements to Londer (or failed to provide Lender with any material information) in connection with the loans evidenced by the Agreement. If this Security Instrument is on leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower falls to porform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional duot of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the

Inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are

hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or

repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in

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Mortgage

Interest! Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

** to. Successors and Assigns Bound; Joint and Several Liability; Co-algners. The coverants and regreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's coverants and agreements shall be joint and saveral. Any Borrower who co-signs this Security Instrument but does not execute the Note! (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Security Instrument! (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum to an charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the smouth necessary to reduce the charge to the permitted limit; and: (b) any sums already collected from Born were which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12: Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immedia a payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by ruragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of per agraph 16.

13. Notices. Any notice to Borrow'r provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless a plicable law requires use of another method. The notice shall be directed to the Property Address or any other a ldress Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to under's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the

provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrow, r. it ell or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at it's option, require immediate payment in full of all sums secured by this Security Instrument. However, this option and not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums priod to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without former police or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall nave the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as is no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. No Defaults. The Borrower shall not be in default of any provision of the Prior Mortgage or any other

mortgage secured by the Property.

- 20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure, proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies or vided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) that be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the coston management of the Property and contaction of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower, shall pay any recordation costs.

"OFFICIAL SEAL"

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L'Commission Expires 3-14-98

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23. Walver of Homestead. Borrower walves an right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider (s) were a part of this Security Instrument.

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This Document Prepared By:	MARY MAZUROWS	KI	
The First National Bank of Chicago			
One First Hational Plaza Suite 0203, (Chicago, IL 60670 oa Balow This Line For A	cknowlegment)	
STATE OF ILLINOIS, Wy Key	Count	y ss:	•
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Certify that WILLIAM O. EPTING AND JOSEPHINE	EPTING (HIS WIFE)		
personally known to me to be the same pe	arson(s) whose nam	e(s) is (are) subscribed to	the foregoing instrument, slaned and
appeared before me this day in person delivered the said instrument as	i, and acknowledge free and voluntar	v act, for the uses end pu	
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